

1. Requested Motion:

Meeting Date: December 5, 2011

Approve Supplemental Task Authorization No. 1 with Hans Wilson & Associates, Inc. to provide Environmental Consulting and Marine Engineering services in conjunction with the Laguna Shores Access Channel maintenance dredging in the amount of \$27,400.00.

Why the action is necessary:

Town Council must approve expenditures above \$25,000.00.

What the action accomplishes:

The supplemental task authorization includes the completion of plans and specifications relative to the dredging of the additional channel, coordination and assistance through the bidding phase, permit coordination, bathymetric surveys, construction administration, and post construction monitoring.

2. Agenda:

☒ Consent
☐ Administrative

3. Requirement/Purpose:

☐ Resolution
☐ Ordinance
☒ Other: Contract Supplement

4. Submitter of Information:

☐ Council
☒ Town Staff
☐ Town Attorney

5. Background:

Town staff have been working with DEP and the US Army Corps of Engineers to secure the permit to dredge a new channel alignment in the preferred location. Town staff has secured the DEP permits and Army Corps permits are pending. Town staff has secured a grant from the West Coast Inland Navigation District to fund the dredging of the channel. Due to the technical requirements of dredging a professional marine engineer is necessary to develop construction specification, construction management, and monitoring.


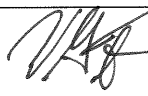
6. Alternative Action:

Do not approve the STA.

7. Management Recommendations:

Staff recommends the approval.

8. Recommended Approval:

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Cultural Resources Director	Town Clerk
						

9. Council Action:

☐ Approved ☐ Denied ☐ Deferred ☐ Other

**TOWN OF FORT MYERS BEACH SERVICE AGREEMENT
SUPPLEMENTAL TASK AUTHORIZATION**

X Supplemental Task Authorization NO.: One (1)
CONTRACT/PROJECT NAME: Laguna Shores Alternative Channel Alignment
CONSULTANT: Hans Wilson & Associates, Inc. PROJECT NO.: _____
SOLICIT NO.: _____ CONTRACT NO.: _____
REQUESTED BY: Keith Laakkonen, Environmental Coordinator DATE OF REQUEST: 11/07/11

Upon the completion and execution of this Supplemental Task Authorization by both parties, the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "A" SCOPE OF PROFESSIONAL SERVICE: DATED: November 7, 2011
EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: November 7, 2011
EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: November 7, 2011
EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: November 7, 2011

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

By: _____
Department Director Date

By: _____
Contracts Manager Date

ACCEPTED:

By: Hans M. Wilson 11/7/11
Consultant/Provider Date

TOWN APPROVAL:

By: _____
Town Manager Date

SCOPE OF PROFESSIONAL SERVICES

I. PROJECT DESCRIPTION - Environmental Consulting and Marine Engineering services in conjunction with Laguna Shores Access Channel maintenance dredging located at the east end of Estero Island, Section 3, Township 47 South, Range 24 East, Lee County, Florida.

II. SCOPE OF SERVICES

Maintenance Dredge Existing Channel

A. Plans and Specifications – Update previous construction plans and specifications relative to maintenance dredging the existing channel layout. Review options for the dredged material handling location and identify a suitable upland site for dredge material placement. Re-assess existing permits and notify regulatory agencies of pending maintenance dredging as exempted from the DEP permit process and under COE Nationwide permit #3. Prepare information and materials sufficient for signed and sealed drawings to be used for construction permitting with the Town.

B. Bid Coordination - Prepare and submit general and technical specifications, along with construction drawings, for preparation of a standard Town of Ft. Myers Beach bid package. Bid documents will include a per cubic yard price for variations in volumes between the last survey conducted in January 2010 and the time of construction start up. Coordinate with bidding contractors on project details, answer questions, coordinate bid revisions/addendums with Town staff, as appropriate. Review proposals, compare cost estimates, and make a recommendation to the Town regarding selection of a contractor.

C. Permit Coordination - Coordinate between all parties during construction to ensure that all permit conditions are being observed. Coordinate with onsite staff regarding compliance of all general and specific permit conditions at the project site.

D. Field Work – Set horizontal and vertical control for the dredging areas. Complete a bathymetric survey of the proposed dredging area immediately prior to construction to confirm excavation volumes and modify the contract for any changes. Dependent upon contractor progress, there will be one progress survey and a final post construction survey (minimum). Reduce field survey data and plot onto a plan necessary to evaluate dredging completion and pay quantities. Any subsequent surveys of the same area after initial clearance survey will be at the cost of the contractor.

E. Construction Administration – Conduct a pre-construction on-site meeting to discuss the proposed construction, permits, and operating conditions. Conduct twice weekly observations of the construction in progress to include turbidity monitoring compliance verification. Coordinate progress payment requests from the contractor. Confirm substantial completion, punchlist items for final completion and payment. Prepare a post construction plan with as built depth information and submit to the regulatory agencies to convert the project from a construction permit to an operating permit.

F. Post Construction Monitoring – Complete two annual post construction bathymetric surveys of the project site and calculate infilling rates and volumes relative to future maintenance needs.

COMPENSATION AND METHOD OF PAYMENTLAGUNA SHORES ALTERNATIVE CHANNEL ALIGNMENTSection 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	Plans & Specifications	\$4700.00	LS	W.I.P. P.
	Bid Coordination	\$1900.00	NTE	W.I.P. P.
	Permit Coordination	\$2000.00	NTE	W.I.P. P.
	Field Work:			
	Pre Dredge	\$2800.00	NTE	W.I.P. P.
	One Incremental	\$2200.00		
	One Post Dredge	\$2200.00		
	Construction Observation			
	Fixed Fee	\$3500.00	LS	W.I.P. P.
	Site Visits(@ \$250)	\$2500.00	NTE	
	Post Construction Monitoring	\$5600.00	NTE	W.I.P. P.
TOTAL		\$27,400.00		

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated November 7, 2011 entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated November 7, 2011, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: November 7, 2011

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***
FOR
LAGUNA SHORES ALTERNATIVE CHANNEL ALIGNMENT

Consultant or Sub-consultant Name: _____
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Standard Rate Schedule As Included with Proposal dated February 14, 2011			

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

****NOTE:** Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: November 7, 2011

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

LAGUNA SHORES ALTERNATIVE CHANNEL ALIGNMENT

CONSULTANT OR SUB-CONSULTANT NAME: _____

(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (N.T.E. 50 miles one-way) (or)	\$0.405/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals:	
Breakfast	\$12.01
Lunch	\$11.82
Dinner	\$24.72
In accordance with the Runzheimer rate service for Travel utilizing the "average", dated 5/4/06	
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C

Date: November 7, 2011

TIME AND SCHEDULE OF PERFORMANCE

LAGUNA SHORES ALTERNATIVE CHANNEL ALIGNMENT

This EXHIBIT "C" establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
II. A.	Plans & Specifications	30	30
II. B.	Bid Coordination	30	60
II. C.	Permit Coordination	15	75
II. D.	Field Work: Pre Dredge One Incremental One Post Dredge	45	120
II. E.	Construction Observation Site Visits	45	165
II. F.	Post Construction Monitoring	360 360	525 885

EXHIBIT D

Date: November 7, 2011

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

LAGUNA SHORES ALTERNATIVE CHANNEL ALIGNMENT

CONSULTANT has identified the following Sub-Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No
	None					